

INFORMATION TO OFFERORS OR QUOTERS (Section A - Cover Sheet)		1 SOLICITATION NO. N0017498R0010	2. (X one) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px;"></td> <td>a. SEALED BID</td> </tr> <tr> <td style="text-align: center;">X</td> <td>b. NEGOTIATED (RFP)</td> </tr> <tr> <td style="width: 20px;"></td> <td>c. NEGOTIATED (RFQ)</td> </tr> </table>		a. SEALED BID	X	b. NEGOTIATED (RFP)		c. NEGOTIATED (RFQ)
	a. SEALED BID								
X	b. NEGOTIATED (RFP)								
	c. NEGOTIATED (RFQ)								

INSTRUCTIONS											
<p>NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.</p> <p>You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitation involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.</p> <p>"Fill-ins" are provided on the face and reverse of Standard Forms 18 and 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.</p> <p>See the provision of this solicitation entitled either "Late Bids, Modification of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals".</p> <p>The envelope used in submitting your reply must be plainly marked with Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.</p> <p>If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.</p> <p>Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.</p>											
3. ISSUING OFFICE (Complete mailing address, including Zip Code)		Supply Department, Code 1142K Indian Head Div, NAVSURFWARCEN 101 Strauss Avenue Indian Head, Md. 20640									
4. ITEM TO BE PURCHASED (Brief description)											
LOGISTICS AND ENGINEERING TECHNICAL SUPPORT SERVICES FOR NAVSEALOGCENDETANT											
5. PROCUREMENT INFORMATION (X and complete as applicable)											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px;"></td> <td>a. THIS PROCUREMENT IS UNRESTRICTED</td> </tr> <tr> <td style="text-align: center;">X</td> <td>b. THIS PROCUREMENT IS A 100% SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section 1 of the Table of Contents in this solicitation for details of the set-aside.)</td> </tr> <tr> <td style="text-align: center;">X</td> <td> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">(1) Small Business</td> <td style="width: 33%;">(2) Labor Surplus Area Concern</td> <td style="width: 33%;">(3) Combined Small Business/ Labor Area Concern</td> </tr> </table> </td> </tr> </table>				a. THIS PROCUREMENT IS UNRESTRICTED	X	b. THIS PROCUREMENT IS A 100% SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section 1 of the Table of Contents in this solicitation for details of the set-aside.)	X	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">(1) Small Business</td> <td style="width: 33%;">(2) Labor Surplus Area Concern</td> <td style="width: 33%;">(3) Combined Small Business/ Labor Area Concern</td> </tr> </table>	(1) Small Business	(2) Labor Surplus Area Concern	(3) Combined Small Business/ Labor Area Concern
	a. THIS PROCUREMENT IS UNRESTRICTED										
X	b. THIS PROCUREMENT IS A 100% SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section 1 of the Table of Contents in this solicitation for details of the set-aside.)										
X	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">(1) Small Business</td> <td style="width: 33%;">(2) Labor Surplus Area Concern</td> <td style="width: 33%;">(3) Combined Small Business/ Labor Area Concern</td> </tr> </table>	(1) Small Business	(2) Labor Surplus Area Concern	(3) Combined Small Business/ Labor Area Concern							
(1) Small Business	(2) Labor Surplus Area Concern	(3) Combined Small Business/ Labor Area Concern									
6. ADDITIONAL INFORMATION: POC: EDNA. A. GIGON, Code 1142K Email: EdnaGigon@supply.ih.navy.mil Tel: 301-743-6682 Fax: 301-743-6547 <p>QUESTIONS IN REFERENCE TO THIS SOLICITATION MUST BE RECEIVED NO LATER THAN 21 JANUARY 1998. QUESTIONS RECEIVED AFTER THIS DATE WILL NOT RECEIVE A RESPONSE.</p>											
FOR INFORMATION ON THIS PROCUREMENT WRITE OR CALL											
7 NAME AND ADDRESS Edna A. Gigon ADDRESS SAME AS BLOCK 3	TELEPHONE (Area Code, No. & Ext.) 301-743-6682	NO COLLECT CALLS									

8. REASONS FOR NO RESPONSE (X all that apply)			
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM (s)	<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL
<input type="checkbox"/>	OTHER (Specify) _____ THE TYPE OF ITEMS INVOLVED _____		
9. MAILING LIST INFORMATION (X ONE)			
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENTS OF THE TYPE OF ITEM (s) INVOLVED _____			
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Including Zip Code)	
c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD FORM 1707 REVERSE, MAR 90

FOLD

AFFIX
STAMP
HERE

FROM:

SOLICITATION NUMBER	
N0017498R0010	
DATE (YYMMDD)	LOCAL TIME
06 FEB 98	2:00 PM EST

TO: **SUPPLY DEPARTMENT**
INDIAN HEAD DIVISION, NSWC
101 STRAUSS AVENUE
INDIAN HEAD, MARYLAND 20640
CODE: 1142K

FOLD

SOLICITATION, OFFER AND AWARD		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15CFR 350)		RATED > DO - S10		PAGE OF 170	
2. CONTRACT NO.		3. SOLICITATION NO. 100% Small Business N00174-98-R-0010		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 06 JAN 1998	
6. REQUISITION/PURCHASE NO.		7. ISSUED BY SUPPLY DEPARTMENT INDIAN HEAD DIVISION, NAVSURWARCEN INDIAN HEAD MD 20640 ATTN: Edna A. Gigon, Code 1142K, (301) 743-6682		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in SUPPLY DEPARTMENT, BLDG 1558 until 2:00 PM EST local time 06 FEBURARY 1998 (Date)

CAUTION - LATE Submissions, Modifications and Withdrawals: See Section L, Provision No. 52-214-7, or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL		A. NAME Edna A. Gigon, Code 1142K	B. TELEPHONE NO. (Include area code) (301) 743-6682
-----------------------------	--	--------------------------------------	--

11. TABLE OF CONTENTS							
()	SEC.	DESCRIPTION	PAGE(S)	()	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS			J	LIST OF ATTACHMENTS	
	C	DESCRIPTION/SPECS./WORK STATEMENT			PART IV - REPRESENTATIONS AND INSTRUCTIONS		
	D	PACKAGING AND MARKING			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	E	INSPECTION AND ACCEPTANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	F	DELIVERIES OR PERFORMANCE			M	EVALUATION FACTORS FOR AWARD	
	G	CONTRACT ADMINISTRATION DATA					
	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I , Clause No. 52-232-8) >	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.	AMENDMENT NO.	DATE	AMENDMENT NO	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
----------------------------------	------	----------	---

15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
--	---	---------------	----------------

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(C) () <input type="checkbox"/> 41 U.S.C. 253 (C) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) > ITEM		
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
BASE YEAR (Award date through 365 days)				
0001	Provide analytical, logistics, and technical support services, to include labor and ODC's (Associates/Consultants, Supplies/Materials, and Travel/Per Diem) in accordance with the Statement of Work.	1	LO	\$
0002	Data in accordance with the Statement of Work.		*NSP	
	Total Cost			\$
	Total Fixed Fee			\$
	Total Cost Plus Fixed Fee			\$

OPTION I (Date of option exercise through 365 days)

0003	Provide analytical, logistics, and technical support services, to include labor and ODC's (Associates/Consultants, Supplies/Materials, and Travel/Per Diem) in accordance with the Statement of Work.	1	LO	\$
0004	Data in accordance with the Statement of Work.		*NSP	
	Total Cost			\$
	Total Fixed Fee			\$
	Total Cost Plus Fixed Fee			\$

OPTION II (Date of option exercise through 365 days)

0005	Provide analytical, logistics, and technical support services, to include labor and ODC's (Associates/Consultants, Supplies/Materials, and Travel/Per Diem) in accordance with the Statement of Work.	1	LO	\$
0006	Data in accordance with the Statement of Work.		*NSP	
	Total Cost			\$
	Total Fixed Fee			\$
	Total Cost Plus Fixed Fee			\$

OPTION III (Date of option exercise through 365 days)

0007 Provide analytical, logistics, and 1 LO \$
technical support services, to
include labor and ODC's (Associates/
Consultants, Supplies/Materials, and
Travel/Per Diem) in accordance with
the Statement of Work.

0008 Data in accordance with the *NSP
Statement of Work.

Total Cost	\$
Total Fixed Fee	\$
Total Cost Plus Fixed Fee	\$

OPTION IV (Date of option exercise through 365 days)

0009 Provide analytical, logistics, and 1 LO \$
technical support services, to
include labor and ODC's (Associates/
Consultants, Supplies/Materials, and
Travel/Per Diem) in accordance with
the Statement of Work.

0010 Data in accordance with the *NSP
Statement of Work.

Total Cost	\$
Total Fixed Fee	\$
Total Cost Plus Fixed Fee	\$

*NSP = Not Separately Priced

B.1 NAVSEA 5252.216-9122 LEVEL OF EFFORT (JUL 1986)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 112,200 total man-hours (for the base year and each option year, if options are exercised) of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that _____ (Offeror to fill-in) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's

usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended as directed on individual delivery orders. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \frac{\text{Fee (Required LOE - Expended LOE)}}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within

45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

<u>Labor Category</u>	<u>Estimated Yearly Hours</u>
Program Manager	1870
Senior Logistician	16830
Logistician	11220
Junior Logistician	12155
Supply Analyst	12155
Junior Supply Analyst	9350
Senior Logistics Applications Analyst	12155
Logistics Applications Analyst	9350
Senior Communications Specialist	5610
Communications Specialist	7480
Supply Technician	9350
Clerk	<u>4675</u>
	112,200

This same level of effort shall apply to each year of the contract, providing that all options are exercised.

B.2 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to percent (%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

B.3 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "Limitation of Cost" (FAR 52.232-20) or "Limitation of Funds" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

B.4 FEE, COST PLUS FIXED FEE INDEFINITE QUANTITY TYPE CONTRACTS (NSWCIHD) (APR 97)

The percentage of fee applicable to delivery orders will be the same as the fee established in the basic contract.

B.5 TRAVEL COSTS - ALTERNATE I (NAVSEA) (NOV 1996)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) The Contractor shall not be reimbursed for:

(i) relocation costs and travel costs incident to relocation as defined in FAR 31.205-35; and/or

(ii) the following daily local travel costs:

- travel at U.S. Military Installation where Government transportation is available,
- travel performed for personal convenience/errands, including commuting to and from work, and
- travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

B.6 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term residual dollar amount shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposed of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK:

1.0 SCOPE.

This statement of work identifies the contractor logistics and engineering technical services necessary for performance of delivery orders issued for the Naval Sea Logistics Center, Detachment Atlantic (NAVSEALOGCENDETLANT) in support of the Naval Sea Systems Command (NAVSEA) in the areas of outfitting program assistance, supply and logistics management systems, engineering and logistics support and analytical and technical support.

2.0 APPLICABLE DOCUMENTS.

The necessary documents that apply to all work to be performed under this effort will be identified in each individual delivery order issued.

3.0 REQUIRED SERVICES

The contractor shall provide the services, materials, and equipment necessary to perform tasks which fall within the general scope of the following subparagraphs. Required tasks and deliverables will be further defined and ordered by individual delivery orders.

3.1 Outfitting Program Assistance

Provide assistance to NAVSEALOGCENDETLANT in execution of outfitting programs in accordance with NAVSEA and higher echelon directives:

3.1.1 As directed, perform reviews of designated management, information systems, engineering and logistics programs under the purview of NAVSEA which are used in support of outfitting programs. Perform QA on program support data and act in an advisory capacity to hardware systems command program offices in the requirements determination process. Accumulate data points, analyze end results and recommend process changes for baseline assessment.

3.1.2 Provide review, analysis and documentation support in determining material requirements, detecting and analyzing problem situations/data and recommending solutions in support of identification of equipment and material requirements under the purview of ongoing material management initiatives for ships under construction or maintenance availability.

3.2 Management Support and Coordination

Provide technical support to NAVSEALOGCENDETLANT in reviewing documentation and providing general management/assistance in facilities support of daily functions and meetings attended by NAVSEA personnel. This will require research, liaison among activities and personnel, development of recommended courses of action, assistance in development of program management/tracking systems and automated programs to monitor areas of interest.

3.3 Supply and Logistics Management Systems

Provide technical support in various supply and logistics management systems as a subset of the tasks to be performed and incidental to providing performance based contract support for NAVSEALOGCENDETLANT including:

3.3.1 Conduct studies and provide assessments of automated tools and applications or otherwise provide recommendations for augmenting/enhancing existing applications, including interfaces with other automated systems, to support NAVSEA and designated field activities.

3.4 Engineering and Logistics Support

Provide logistics technical analysis, engineering and logistics support including policy, procedural and implementation guidelines for programs such as the Interactive Computer Aided Provisioning System (ICAPS).

3.5 Analytical and Technical Support

Provide technical support to NAVSEALOGCENDETLANT in coordinating various responsibilities including:

3.5.1 Review, as directed, NAVSEA management, information systems, financial, engineering, logistics, supply support or other program policy and procedures documentation and develop recommendations for new or revised policy, procedures, documentation, and/or training curricula.

3.5.2 Provide support in review of directives from higher echelon commands and provide implementation assistance.

4.0 DATA REQUIREMENTS

All data requirements shall be submitted in Contractor format.

4.1 Contract Management Reports

The Contractor shall submit Monthly Status Reports to summarize all Delivery Order Activity during each calendar month for the entire duration of the contract. The Monthly Status Report shall be in contractor format.

4.2 Delivery Order Management Reports

The Contractor shall submit Monthly Delivery Order Status Reports and a Final Delivery Order Report for each delivery order. These reports shall be in contractor format.

4.3 Technical Data Items.

Individual delivery orders may require the preparation and submission of various Technical Data Items which cannot be predicted in advance for inclusion in the basic contract. The Contractor shall prepare and submit Technical Data Items as specified in individual delivery orders, in contractor format.

5.0 CONTRACT MANAGEMENT

The contractor shall establish, provide and maintain a management organization which will ensure the prompt, professional and economic execution of individual delivery orders.

5.1 Office Space/Facilities

The contractor shall establish, provide, and maintain office space and equipment required to support the efforts defined in the individual delivery orders, including the capability to store data. Office space shall be located within ten (10) miles of the Naval Sea Systems Command, Arlington, VA to accommodate the interface with NAVSEALOGCENDETLANT and NAVSEASYSKOM.

6.0 TIME OF PERFORMANCE

Services shall be performed in the time-frames specified in the individual delivery orders.

7.0 PLACE OF PERFORMANCE

Engineering and Technical support services shall be performed at the contractor's facility, at various contractor sites and U.S. Naval facilities or as otherwise specified in individual delivery orders.

8.0 APPLICABLE ACRONYMS

ACTS	Automated COSAL Tracking System. A system designed for the tracking of requisitions and accounting of Technical Operating Budget (TOB) funds. It generates status to keep the customer informed, as well as follow-ups and financial management.
AEL	Allowance Equipage List - Allowance documents prepared for various categories of non-installed material collectively known as equipage.
ANC	Allowance Note Code -- Provides specific instructions for information concerning an item in the allowance

document.

APL	Allowance Parts List -- A technical document that lists all maintenance significant repair parts for each system and major components on board a ship.
BPS	Budget Planning System -- A multi-user budgeting system designed to automate the Naval Sea Systems Command (NAVSEA) process that produces the Coordinated Shipboard Allowance List (COSAL) and Interim Outfitting Budget.
GOM	Government Owned Material -- Includes both government furnished and contractor-acquired material in the custody of a contractor, and to which the government has title.
HIVAL	High Value review of outfitting requisitions with extended money value of \$300 or greater.
ICAPS	Interactive Computer Aided Provisioning System -- system designed to automate the contractor development and submission, In Service Engineering Activity (ISEA) or Technical Support Activity (TSA) review and acceptance, and NAVICP-M review and receipt of Provisioning Technical Documentation.
ILO	Integrated Logistics Overhaul -- ILOs re-outfit ships with logistics products required to support the hardware installed in a ship.
ISS	Interim Supply Support -- Process that provides supply support between initial system capability and Material Support Date (MSD).
LAN	Local Area Network -- A connection (network) of multiple user PCs, printers, servers, etc., typically confined to a single space. For example: the SEA 041 PC/printer/server connection is a LAN.
MCC	Mission Criticality Code -- Numeric code of one through four to designate the importance of a system, equipment, or component to the mission of a ship with four indicating the most significant, and one the least.
MRP	Material Returns Program -- Program through which excess material is screened to cross reference part numbers to current National Stock Numbers, and the

reporting of excess material to the ICP/IMM and the processing of these reports of excess by the ICP/IMM.

PAFOS	Provisioning, Allowance, and Fitting Out Support Manual – NAVSEA Policy document developed as a provisioning and allowance encyclopedia covering all relevant procedural information and policy documentation.
PAL	Preliminary Allowance List -- A support document published in Allowance Parts List format when all necessary support information is not available to develop an APL.
PARTS	PSD (Provisioning Support Documentation) Automated Reporting and Tracking System -- Centralized PSD Information system used to develop various spares budgets.
Push/Pull	A program that provides for centralized control of initial outfitting (free issue) Maintenance Assistance Modules (MAMs) and interim support Storeroom Items (SRI) acquired by NAVSEA to support initial outfitting requirements for new construction and in-service ships in overhaul/availability.
RMMS	Redistribution Material Management System -- Automated inventory control system that holds selected, excess 7 Cog repairables for redistribution to the fleet, or turn-in for credit or disposal.
ROMIS-MMS	Real Time Outfitting Management Information System - Material Management System -- Real time information system used to: a)record and track configuration status, b)provide an exception oriented management information system, c)handle Integrated Logistics Support data from four major functional areas: ship design, procurement, provisioning allowance development, and physical ship construction/ conversion/overhaul.
SCRAMP	Shipbuilding & Conversion Residual Asset Management Program -- A program established to achieve maximum utilization of residual outfitting material associated with Navy Shipbuilding programs.
SOM	Sponsor Owned Material -- Material furnished by the

sponsor or obtained for direct production using sponsor funds.

SUBRATS	COMSUBLANT Submarine Redistribution & Temporary Storage Program, manages residual assets through the Consolidated Residual Asset Management & Screening Information (CRAMSI) System for distribution to the fleet, or for turn-in for credit or disposal.
SUPER	SUBPAC Program for Economic Redistribution -- manages residual assets through the Residual Asset Management System for distribution to the fleet or for turn-in for credit or disposal.
TARP	Temporary Asset Redistribution Program -- Excess NAVSEA Material retained through the Consolidated Residual Asset Management & Screening Information (CRAMSI) System for redistribution, or turn-in for credit or disposal.
TAV	Total Asset Visibility -- TAV is the capability to provide timely and accurate information on the location, movement, status and identity of units, personnel, equipment, and supplies.
TRMS	Temporary Reutilization Material System -- Automated inventory control system that holds selected excess 1, 3, and 9 Cog repair parts for redistribution to the fleet or turn-in for credit or disposal.
WAN	Wide Area Network -- Connections of multiple LANs, typically across multiple geographic locations. For example: the overall SEA 04 computer network would be a WAN, connecting each of the separate SEA 04 Division LANs.
WIMIS	Warehouse Information Management Inventory System -- A NAVSEA designed and maintained management system available for mutual update and information transfer between Interim Supply Stock Points and the Interim Supply Support Agent

C.2 Personnel Qualifications (Minimum) (MAY 1997)

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background

requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of Contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from the potential employee to work will be part of the technical proposal.

(c) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

Labor Categories

Minimum Requirements

Program Manager (KEY PERSONNEL)

a. Education. A Bachelor of Science or Bachelor of Arts degree in engineering, business administration, finance or a related field from an accredited college or university. A Master 's degree is preferred.

b. Experience. The Program Manager must have twenty years experience in Navy supply and logistics systems, including direction of large scale logistics, financial, and/or material management programs. Must have at least twelve years experience as manager of a technical, engineering, computer or logistics workforce with direct interface with Navy Fleet, supply, logistics and engineering activities. The Program Manager must have current experience in management of programs supporting initial, interim and follow-on shipboard outfitting as well as budget development and execution, and initial, interim and residual asset distribution. Must be able to identify, evaluate and resolve logistics information issues and problems, propose improvements to logistics processes, and prepare top level reports, recommendations and documentation.

Senior Logistician (KEY PERSONNEL)

a. Education. A Bachelor of Science or Bachelor of Arts degree in engineering, business administration, finance or a related field from an accredited college or university; or equivalent practical experience. Practical experience is defined as extensive hands on experience in logistics systems, supply support, maintenance, computer resources support, or other logistics elements (six years of practical experience may be substituted for the college degree).

b. Experience. The Senior Logistician must have ten years of experience in Navy Supply and logistics support systems, including current knowledge of: OPN/SCN Outfitting to include budget development, execution and systems support; and interim support to include budgeting, inventory management systems, and control of initial, interim and residual asset distribution. Three of the past five years of experience must be in one of these areas and include direct interface with Navy Fleet, supply, logistics and engineering activities. The Senior Logistician will serve as primary point of contact and team leader on various projects and must have extensive experience interfacing with top level program management and technical personnel, along with demonstrated ability to conceptualize, define and implement improvements to logistics systems.

Logistician

a. Education. A Bachelor of Science or Bachelor of Arts degree in engineering, business administration, finance or a related field from an accredited college or university; or equivalent practical experience. Practical experience is defined as extensive hands on experience in logistics systems, supply support, maintenance, computer resources support, or other logistics elements (six years of practical experience may be substituted for the college degree).

b. Experience. The Logistician must have five years of experience in Navy supply and logistics support systems, including current experience (three of the past five years) with: OPN/SCN Outfitting to include budget development, execution and systems support; and interim support to include budgeting, inventory management systems, and control of initial, interim and residual asset distribution. The Logistician may serve as team leader on various projects and must be capable of meeting with all levels of management, program and technical personnel. Must also be able to identify, evaluate and propose improvements to logistics systems, develop/revise supply and logistics guidelines and instructions, and develop management reports.

Junior Logistician

a. Education. A Bachelor of Science or Bachelor of Arts degree in engineering, business administration, finance or a related field from an accredited college or university; or equivalent practical experience. Practical experience is defined as extensive hands on experience in logistics systems, supply support, maintenance, computer resources support, or other logistics elements (six years of practical experience may be substituted for the college degree).

b. Experience. The Logistician must have one year of experience in Navy Supply and logistics systems, with a working knowledge of logistics principles and requirements including the Navy Supply System, logistics and supply databases and information systems, and supply management concepts and procedures. The Junior Logistician must possess excellent analytical, technical, and communications skills.

Supply Analyst

a. Education. A Bachelor of Science or Bachelor of Arts degree in engineering, business administration, finance or a related field from an accredited college or university; or equivalent practical experience. Practical experience is defined as extensive hands on experience in supply support systems (six years of practical experience may be substituted for the college degree).

b. Experience. The Supply Analyst must have five years of experience in Navy supply support systems including familiarity with: the Allowance Computation History File and Weapons Systems File; researching weapon system configurations; allowance validation; tracking/expediting material shipments; Automated COSAL Tracking System and High Value Requisition History File (HIVALCOS); residual material analysis; and formulating recommendations regarding validity of allowances, cancellation of requisitions, issue of material, or diversion of material in addition to updates to various applicable databases. Three of the past five years of experience must be in the above areas and include direct interface with Navy Fleet, supply, logistics and engineering activities. The Supply Analyst may serve as team leader on various projects and must be capable of meeting with all levels of management, program and technical personnel. Must also be able to identify, evaluate and propose improvements to outfitting supply support systems, develop/revise supply support guidelines and instructions, and develop management reports.

Junior Supply Analyst

a. Education. A Bachelor of Science or Bachelor of Arts degree in engineering, business administration, finance or a related field from an accredited college or university; or equivalent practical experience. Practical

experience is defined as extensive hands on experience in supply support systems (six years of practical experience may be substituted for the college degree).

b. Experience. The Junior Supply Analyst must have one year of experience in Navy Supply systems with a working knowledge of principles and requirements including requisition processing, allowance validation and WSF research, allowance and configuration databases and information systems, and outfitting requisition tracking systems (such as ACTS, HIVALCOS, etc.). The Junior Supply Analyst must possess excellent analytical, technical, and communications skills

Senior Logistics Applications Analyst (KEY PERSONNEL)

a. Education. A Bachelors degree from an accredited college or university; or equivalent practical experience. Practical experience is defined as extensive hands on experience in requirements analysis and development for logistics systems, specification development, documentation and support (six years practical experience may be substituted for the college degree).

b. Experience. The Senior Logistics Applications Analyst must have eight years of progressively increasing responsibilities in applications support, at least five of which must have been in support of government supply and financial accounting and/or budgetary systems such as NAVSEA Budget Planning Systems (BPS), Automated COSAL Outfitting Systems (ACTS), or inventory management systems (WIMIS and ROMIS MMS). Three of the past five years of experience must be in one or more of these areas.

Logistics Applications Analyst

a. Education. A Bachelors degree from an accredited college or university; or equivalent practical experience. Practical experience is defined as extensive hands on experience in requirements analysis and development for logistics systems, specification development, documentation and support (six years practical experience may be substituted for the college degree).

b. Experience. The Logistics Applications Analyst must have three years of experience in applications development and support.

Communications Manager

a. Education. A Bachelors degree in Computer Science, Business Administration, or related field from an accredited college or university.

b. Experience. The Communications Manager must have at least six years practical experience in the administration of network and telecommunication technologies, to include support of logistics operating systems and extensive hands on experience in supporting all aspects of local and wide area networks including design, configuration, administration, monitoring and technical support of Servers, Microcomputers, Printers, communications equipment and software. Technical support experience includes installation, configuration, maintenance, system integration, repairs/upgrades, etc. Must have experience with Netware 3.x/4.x, DOS and Windows, and Windows NT Server/Workstation. Experience with access and gateway services including Internet and remote node/control and the NAVSEA "NEWNET" are required. Three of the past five years of experience must be in these areas. Management experience should include at least two years in supervision and management of technical personnel.

Senior Communications Specialist

a. Education. A Bachelors degree from an accredited college or university; or equivalent practical experience. Practical experience is defined as extensive hands on experience in supporting all aspects of local

area/wide area networks including design, configuration, administration, monitoring and technical support (six years practical experience may be substituted for the college degree).

b. Experience. The Senior Communications Specialist must be a CNE (Certified Network Engineer) and have at least five years hands on experience in the administration of telecommunication technologies including Servers, Microcomputers, Printers, communications and software. Technical support includes installation, configuration, maintenance, system integration, repairs/upgrades, etc. For Network troubleshooting, this specialist will utilize Ohm Meters, other electronic tools and network monitoring software. Must have experience optimizing network components and remote configuration and problem resolution. Experience with access and gateway services including internet, remote node/control and the NAVSEA "NEWNET" are required, as well as experience with Netware 3.x/4.x, DOS and Windows, and Windows NT Server. Three of the past five years of experience must be in these areas.

Communications Specialist

a. Education. A Bachelors degree from an accredited college or university; or a Certified Network Engineer (CNE).

b. Experience. The Communications Specialist must have at least two years hands on experience in network administration and support in a Netware 3.x/4.x, DOS and Windows operating environment, including Windows NT Server. Technical experience must include installation, configuration, maintenance, system integration, repairs/upgrades, etc., of Servers, Microcomputers, Printers, communications and software. CNE preferred. Analyst must have three years of experience in communications development and support.

Supply Technician

a. Education. High school Diploma.

b. Experience. The Supply Technician must have five years experience in automated inventory management programs, bar coding and scanning systems, Navy requisitioning and issue procedures, and material distribution.

Clerk

a. Education. High School Diploma.

b. Experience. The Clerk must have one year of experience as an operator/analyst of automated information, supply or logistics systems. Must perform analysis, database management, identification, review and reconciliation of problem areas. Must conduct research of databases and files to identify and correct discrepancies, and be familiar with automated and hard copy reference data, computer listings and technical documentation.

C.3 DEFINITIONS AND NOTES

1. Associate/Consultant - The term associate/consultant as used in this solicitation is defined as an expert/specialist whose expertise is required to assist/support the contractor's own team in the performance of a task order. These specialized associate/consultant subcontract services shall be incidental to the contractor's performance. In accordance with FAR 52.244-3, written approval of an associate/consultant shall be obtained from the contracting officer prior to use of the associate/consultant's services. Associate/consultants need not be identified upon submission of offeror's original proposal upon which award will be based; however they must be identified in the proposals submitted in response to task orders issued under this contract.

2. Contractor - The term contractor as used in this solicitation is defined to include the prime contractor and any teamed subcontractors with whom the prime contractor has entered into firm commitments prior to award or any additional entities incorporated by mutual agreement (in accordance with FAR 52.244 Alt 1) subsequent to the award. **By submission of an offer and execution of a contract, the offeror agrees that in performance of the contract, the contractor, as defined above, will perform 50% or more of the total cost of each individual task order.**

3. Guaranteed Minimum - The guaranteed minimum shall be \$500,000.00 applicable to the base year only.

SECTION D - PACKAGING AND MARKING

D.1 MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS) (IHD/NSWC)

(a) Marking shall be in accordance with ASTM D 3951-90, "Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No: N00174-

Bldg: NAVSEALOGCENDETLAN

Code: ND022

*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

D.2 DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

D.3 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:
 - (Name of Individual Sponsor)
 - (Name of Requiring Activity)
 - (City and State)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-5 Inspection of Services--Cost-Reimbursement. APR 1984

E.2 VERIFICATION OF SERVICES AND TIME RECORDS (IHD/NSWC)

(a) The performance of work and the assignment of personnel hereunder shall be subject to random verification by the Government from time to time during the effective period of the contract. The purpose of such inspection is to assure the qualifications of assigned personnel, verify the categories of labor being utilized, ascertain the accuracy of time and labor charges, preserve the identification of Government equipment and/or parts and material acquired for Government use and otherwise verify compliance with contractual requirements.

(b) In this regard the Contractor recognizes the Government's right to conduct random "checks" provided such are made during reasonable hours of the workday and do not unduly delay or inhibit workflow or Contractor performance. The Contractor agrees to make available, upon request, to cognizant Government personnel, appropriate resumes, individual labor category classifications, pertinent time cards and payroll records and such other contract associated records as may be reasonably required to substantiate contract compliance.

(c) When review of work in-process is determined necessary by the Contracting Officer, the Government reserves the right to conduct this review at the Contractor's plant or to require the Contractor to bring work-in-process to the Indian Head Division, Naval Surface Warfare Center for review.

E.3 INSPECTION AND ACCEPTANCE (DESTINATION) (JAN 92) (IHDNSWC)

Inspection and Acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.242-15 Stop-Work Order. (AUG 1989) -- Alternate I APR 1984

F.2 52.247-55 F.o.b. Point for Delivery of Government-Furnished Property. APR 1984

F.3 CONTRACTOR NOTICE REGARDING LATE DELIVERY (IHD/NSWC)

In the event the contractor for any reason anticipates or encounters difficulty in complying with the contract delivery schedule or date or in meeting any of the other requirements of the contract, he/she shall immediately and simultaneously notify in writing, both the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The written notice should give pertinent details; provided, however, that this data shall be informational only in character and that its receipt by the Government shall not be construed as a waiver by the Government (a) of any delivery schedule or date or (b) of compliance with other requirements by the contractor or (c) of any other rights or remedies provided to the Government by law or under this contract.

F.4 PLACE OF DELIVERY: DESTINATION (IHD/NSWC)

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

The address specified under the individual delivery order.

(b) Proposals submitted on a basis other than F.O.B. Destination will be rejected as nonresponsive and proposals may be deemed unacceptable.

F.5 PERIOD OF PERFORMANCE (IHD/NSWC)

The effort to be performed under this contract shall be completed within a period of [60] months (if all options are exercised) beginning with the effective date of this contract. The total period of performance, including delivery of data, shall be for a duration of [60] months (if all options are exercised) beginning with the effective date of this contract.

F.6 DATA DELIVERY LANGUAGE FOR SERVICES PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified under each individual delivery order.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 252.242-7000 Postaward Conference.

DEC 1991

G.2 5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and [] copies, to the [contract auditor*] at the following address:

[X]unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [the Contracting Officer's Representative]. Following verification, the [contract auditor*] will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than [30] calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

- [] is required with each invoice submittal.
- [] is required only with the final invoice.
- [X] is not required.

(f) A Certificate of Performance
[X] shall be provided with each invoice submittal.
[] is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

* In contracts with the Canadian Commercial Corporation, substitute "Administrative Contracting Officer" for "contract auditor".

** Check appropriate requirements.

G.3 DELEGATION OF AUTHORITY FOR CONTRACT ADMINISTRATION (IHD/NSWC)

The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Region is hereby designated as the authorized representative of the Contracting Officer for purposes of administering this contract in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished hereunder, technical cognizance is retained by the Indian Head Division, Naval Surface Warfare Center, Indian Head, Maryland.

G.4 INDIAN HEAD DIVISION, NAVAL SURFACE WARFARE CENTER HOURS OF OPERATION AND HOLIDAY SCHEDULE (IHD/NSWC)

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Surface Warfare Center. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Surface Warfare Center are:

HOLIDAY	DATE OF OBSERVANCE
New Year's Day	1 January (Wednesday)*
Martin Luther King's Birthday	20 January (Monday)*
President's Day	17 February (Monday)*
Memorial Day	26 May (Monday)*
Independence Day	4 July (Friday)*
Labor Day	1 September (Monday)*
Columbus Day	13 October (Monday)*
Veteran's Day	11 November (Tuesday)*
Thanksgiving Day	27 November (Thursday)*
Christmas Day	25 December (Thursday)*

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Purchase Division and Receiving Branch are as follows:

AREA	FROM	TO
Purchase Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	8:00 A.M. 12:30 P.M.	11:30 A.M. 2:00 P.M.

If you intend to visit the Purchase Division, it is advised that you call for an appointment at least 24 hours in advance.

G.5 COMMUNICATIONS (IHD/NSWC)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the contracting officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and not with standing provisions contained elsewhere in this contract, the authority remains solely the contracting officer's. In the event the contractor effects any changes at the direction of any person other than the contracting officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the contracting officer is:

NAME [DAVID E. HALL]
ADDRESS [101 STRAUSS AVE, INDIAN HEAD, MARYLAND 20616]
TELEPHONE [(301)743-6556]

G.6 POINT OF CONTACT FOR STATUS OF INVOICES (IHD/NSWC)

The point-of-contact concerning status of invoices, or other matters relative to receipt, acceptance, or payment is Code 114Q Blanche Hutchins - (301)743-6659.

G.7 DEFINITION OF STRAIGHT TIME AND OVERTIME (IHD/NSWC)

a. Straight (Regular) Time: is defined as the normal workday of eight hours per day, five days per week (Saturdays, Sundays and holidays excepted).

b. Overtime: is usually defined as any work in excess of eight hours per day or in excess of forty hours per week or work performed on Saturdays, Sundays and holidays. However overtime as defined by state laws with jurisdiction over the place of performance shall apply to this contract. Overtime shall be used only upon prior approval of the Contracting Officer.

G.8 ORDERING UNDER MULTIPLE AWARD CONTRACTS (FEB 1997) (NSWCIHD)

In the event that multiple awards result from this solicitation, task orders will be issued, competed, evaluated and awarded in accordance with the specific terms and conditions of each delivery order which may include price, past performance, technical proposal, or a combination thereof. Fair Opportunity to compete for each individual order need not be given to awardees for a particular order over \$2500.00 due to (1) urgency of the task, (2) quality of past deliverables or (3) economy/efficiency interests as determined by the Contracting Officer.

G.9 CONTRACT ADMINISTRATION DATA LANGUAGE

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

G.10 REPORTING REQUIREMENTS(FEB 1997) (NSWCIHD)

A status report shall be submitted on a monthly basis to the Procurement Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

H.2 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE (S) AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer data base does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in humanform on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

H.3 NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (IHD/NSWC)

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

H.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (IHD/NSWC)

(a) The COR for this contract is:

Name: Ms. Janet Marsh
Mailing Address: Naval Sea Logistics Center Detachment Atlantic
P.O. BOX 100
INDIAN HEAD, MD 20640-0100
Code: ND02A Telephone No.: (301)743-6142

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery order, until the ordering officer has issued a modification to the delivery order); or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

H.5 TYPES OF DELIVERY ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS (FEB 1997) (NSWC IHD)

(a) The following types of delivery orders will be issued under this contract: COST PLUS FIXED FEE

H.6 GOVERNMENT-FURNISHED PROPERTY (FEB 1997) (NSWC IHD)

(a) The Government will furnish the following property to the Contractor for use in performance of this contract in accordance with the following schedule:

TO BE SPECIFIED UNDER INDIVIDUAL DELIVERY ORDERS.

(b) The property will be delivered at the Governments expense at or near (The contractor is to insert the address, city or town and state in which the plant is located; and if rail transportation is specified in paragraph (a) above, the exact location of private siding or public team tract at which rail shipments will be received, as well as the name of the railroad(s)):

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within 30 days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the Contractor shall notify the Contracting Officer, in writing, thereof.

H.7 NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H.8 NAVSEA 5252.216-9112 ORDERS (COST-PLUS-FIXED-FEE) (NOV 1996)

(a) General. Orders for supplies or services specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the effective period of this agreement. Except as otherwise provided in paragraph (e) of this clause, the Contractor agrees to accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation under the terms of this agreement to issue any orders. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary to accomplish the work specified in each order issued hereunder; provided, however, that this agreement shall not be used for the furnishing of supplies or services which are covered by any "guaranty" or "warranty" clause(s) of the contract(s) under which the supplies were manufactured. In the event of any inconsistency between any order and this agreement, this agreement shall control. All the requirements of this agreement shall be applicable to all orders issued hereunder. Wherever the word "contract" appears in this agreement, it shall be deemed to include within its meaning the word "order", and each order shall be considered a separate binding contract as of its effective date. The Contractor shall segregate the costs incurred in the performance of any order issued hereunder from the costs of all other orders issued under this agreement.

(b) Ordering. Orders and revisions thereto shall be made in writing and be signed by any authorized Contracting officer cited in paragraph (i). Each order shall:

(1) set forth detailed specifications or requirements for the supplies or services being ordered, (or reference applicable specifications or requirements in Section C of this agreement), and, if applicable, shall refer to the appropriate item under Section B of this agreement;

(2) set forth quantities being ordered;

(3) set forth preservation, packaging and packing instructions, if any;

(4) set forth delivery or performance dates;

(5) designate the place(s) where inspection and acceptance will be made by the Government;

(6) set forth the estimated cost and fixed fee or, in the case of an undefinitized order, the definitization schedule and both the monetary limitation on Government liability for the undefinitized order and the maximum ceiling amount at which the order may be definitized;

(7) set forth appropriation and accounting data for the work being ordered;

(8) be dated;

(9) be identified by number in accordance with DFARS 204.7004;

(10) set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor;

(11) set forth the disbursing office where payment is to be made and other applicable contract administration data;

(12) cite the applicable circumstance or exception and the justification control number. orders for items not identified in the class justification, or an individual justification and the basic ordering agreement are unauthorized;

(13) be issued on an SF 26 or DD Form 1155; and

(14) set forth any other pertinent information.

(c) Priced Orders. Except as otherwise provided in paragraph

(d) below, the Contractor shall not begin any work on an order until the estimated cost and fixed fee for the order have been agreed upon by the Contracting Officer and Contractor and an order is issued by the Contracting Officer. Upon receipt of a proposed order, the Contractor shall promptly submit to the Contracting Officer a cost proposal for the work specified in the order., The Contractor shall submit a signed SF 1411 (Contract Pricing Proposal) or such other cost or pricing data as the Contracting Officer may require. Promptly after receipt of the Contractor's proposal and supporting cost or pricing data, the Contractor and the Contracting Officer shall negotiate and agree upon the estimated cost, fixed fee, and delivery schedule for the work being ordered. The estimated cost, fixed fee, and delivery schedule, as agreed upon, shall be set forth in the priced order and the order shall be signed by both the Contracting officer and the Contractor. Upon receipt of the priced order, the Contractor shall promptly commence work and shall diligently complete it.

(d) Undefined Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, the Contracting officer may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount, and a schedule for definitization of the order, as described in subparagraph (f)(2) below. Upon request, the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum amount (including fee) at which the order may be definitized. Except as provided in paragraph (e) below, the Contractor shall commence performance of the order upon receipt. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(e) Rejection of Unilateral orders. The Contractor may reject any unilateral order if the Contractor determines that it cannot feasibly perform the order or if it does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen (15) days of issuance of the order the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(f) Definitization of Undefined Orders. (1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the CPFF and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) other mutually agreeable clauses, terms and/or conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor shall submit a cost proposal with sufficient data to support the accuracy and derivation of its CPFF proposal; and, when required by FAR or the Contracting Officer, cost or pricing data, including SF 1411. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The CPFF agreed upon shall be set forth in a bilateral modification to the order. In no event shall the CPFF exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) a specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or

(ii) the date on which the amount of funds obligated by the Government under the undefinitized order exceeds fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (f)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable CPFF in accordance with Subpart 15.8 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(g) Limitation of Government Liability. (1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made or if such obligations are incurred, those expenditures and obligations will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The clause at FAR 52.216-24 shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long-lead procurements; and except as otherwise provided in subparagraph (g)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the maximum ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal, as defined in DFARS 217.7401 to definitize an order before the Government obligated fifty percent (50%) of the maximum ceiling amount, the Contracting Officer may increase the limitation of Government Liability up to no more than seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the total CPFF proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditure under an order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to definitization.

H.9 ISSUANCE OF ORDERS BASED SOLELY ON GOVERNMENT ESTIMATE (FEB 1997) (NSWCIHD)

(a) When the government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the Contracting Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order.

(b) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Contracting Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order. If the contractor provides written acceptance of the order as issued, it shall be considered negotiated and no bilateral modification shall be required.

(c) The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(d) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Contracting Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order within 60 days after submission of the contractor's proposal.

(e) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

H.10 ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (FEB 1997) (NSWCIH)

(a) In general, orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the contracting officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the contracting officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the contracting officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the contracting officer and the contractor, and the contracting officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services

specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order.

(c) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order.

(d) The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(e) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(f) Should the Ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(g) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

H.11 2000 WARRANTY--COMMERCIAL SUPPLY ITEMS (NAVSEA) NOV 1996

The Contractor warrants that each hardware, software, and firmware product delivered under this contract and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the Contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

SECTION I - CONTRACT CLAUSES

I.1 252.201-7000 Contracting Officers Representative. (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

I.2	52.202-1	Definitions.	OCT 1995
I.3	52.203-3	Gratuities.	APR 1984
I.4	52.203-5	Covenant Against Contingent Fees.	APR 1984
I.5	52.203-6	Restrictions on Subcontractor Sales to the Government.	JUL 1995
I.6	52.203-7	Anti-Kickback Procedures.	JUL 1995
I.7	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
I.8	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
I.9	52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 1997
I.10	252.203-7000	Statutory Prohibitions on Compensation to Former Defense Employees.	DEC 1991
I.11	252.203-7001	Special Prohibition on Employment.	JUN 1997
I.12	252.203-7002	Display of DoD Hotline Poster.	DEC 1991
I.13	52.204-2	Security Requirements.	AUG 1996
I.14	52.204-4	Printing/Copying Double-Sided on Recycled Paper.	JUN 1996
I.15	252.204-7000	Disclosure of Information.	DEC 1991
I.16	252.204-7002	Payment for Subline Items Not Separately Priced.	DEC 1991
I.17	252.204-7003	Control of Government Personnel Work Product.	APR 1992
I.18	252.205-7000	Provision of Information to Cooperative Agreement 1991	Holders. DEC
I.19	52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for	Debarment. JUL 1995
I.20	252.209-7000	Acquisition From Subcontractors Subject to Onsite Inspection Under the Intermediate-Range Nuclear Forces	(INF) Treaty. NOV 1995
I.21	252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country.	SEP 1994
I.22	252.209-7004	Reporting of Commercial Transactions with the Government Terrorist Country.	SEP 1994
I.23	52.211-15	Defense Priority and Allocation Requirements.	SEP 1990
I.24	52.215-2	Audit and Records - Negotiation.	AUG 1996
I.25	52.215-8	Order of Precedence - Uniform Contract Format.	OCT 1997
I.26	52.215-10	Price Reduction for Defective Cost or Pricing Data.	
I.27	52.215-12	Subcontractor Cost or Pricing Data.	OCT 1997
I.28	52.215-14	Integrity of Unit Prices.	OCT 1997

I.29	52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications.	OCT 1997
I.30	252.215-7000	Pricing Adjustments.	DEC 1991
I.31	52.216-7	Allowable Cost and Payment.	MAR 1997
I.32	52.216-8	Fixed Fee.	MAR 1997

I.33 52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from [DATE OF CONTRACT AWARD] through [ONE YEAR THEREAFTER, UNLESS EXTENDED IN ACCORDANCE WITH THE OPTION PROVISIONS OF THE CONTRACT.]

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.34 52.216-19 Order Limitations. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than [\$500.00], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of [\$1,000,000.000];

(2) Any order for a combination of items in excess of [OF THE TOTAL CONTRACT CEILING FOR ANY PARTICULAR LOT; or

(3) A series of orders from the same ordering office within [7] days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [7] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.35 52.216-22 Indefinite Quantity. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government

shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after [insert date].

I.36 52.217-9 Option to Extend the Term of the Contract. (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within [365 days after the effective date of the contract or within 365 days after exercising a previous option]; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed [60] months.

I.37	52.219-6	Notice of Total Small Business Set-Aside.	JUL 1996	
I.38	52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned		Small
	Business Concerns.	JUN 1997		
I.39	52.219-14	Limitations on Subcontracting.	DEC 1996	
I.40	52.222-3	Convict Labor.	AUG 1996	
I.41	52.222-26	Equal Opportunity.	APR 1984	
I.42	52.222-35	Affirmative Action for Special Disabled and Vietnam Era		Veterans.
		APR 1984		
I.43	52.222-36	Affirmative Action for Handicapped Workers.	APR 1984	
I.44	52.222-37	Employment Reports on Special Disabled Veterans and		Veterans of
	the Vietnam Era.	JAN 1988		
I.45	52.223-2	Clean Air and Water.	APR 1984	
I.46	52.223-6	Drug-Free Workplace.	JAN 1997	
I.47	52.223-14	Toxic Chemical Release Reporting.	OCT 1996	
I.48	252.223-7004	Drug-Free Work Force.	SEP 1988	
I.49	252.223-7006	Prohibition on storage and disposal of toxic and		
		hazardous materials.	APR 1993	
I.50	52.225-11	Restrictions on Certain Foreign Purchases.	OCT 1996	
I.51	252.225-7012	Preference for Certain Domestic Commodities.	SEP 1997	
I.52	252.225-7026	Reporting of contract performance outside the United		States.
		NOV 1995		
I.53	52.227-1	Authorization and Consent.	JUL 1995	
I.54	52.227-2	Notice and Assistance Regarding Patent and Copyright		
		Infringement.	AUG 996	
I.55	252.227-7013	Rights in Technical Data--Noncommercial Items.		
			NOV 1995	
I.56	252.227-7016	Rights in bid or proposal information.	JUN 1995	
I.57	252.227-7030	Technical Data - Withholding of Payment.	OCT 1988	

I.58	252.227-7036	Declaration of Technical Data Conformity.	JAN 1997	
I.59	252.227-7037	Validation of Restrictive Markings on Technical Data.	NOV 1995	
I.60	52.228-7	Insurance - Liability to Third Persons.	MAR 1996	
I.61	52.232-9	Limitation on Withholding of Payments.	APR 1984	
I.62	52.232-22	Limitation of Funds.	APR 1984	
I.63	52.232-23	Assignment of Claims.	JAN 1986	
I.64	52.232-25	Prompt Payment.	JUN 1997	
I.65	52.232-33	Mandatory Information for Electronic Funds Transfer		Payment.
		AUG 1996		
I.66	252.232-7006	Reduction or Suspension of Contract Payments Upon Finding		of
		Fraud.	AUG 1992	
I.67	52.233-1	Disputes.	OCT 1995	
I.68	52.233-1	Disputes. (OCT 1995) -- Alternate I	DEC 1991	
I.69	52.233-3	Protest after Award.	AUG 1996	
I.70	52.233-3	Protest after Award. (AUG 1996) -- Alternate I	JUN 1985	
I.71	52.237-2	Protection of Government Buildings, Equipment, and		Vegetation.
		APR 1984		
I.72	52.237-3	Continuity of Services.	JAN 1991	
I.73	52.239-1	Privacy or Security Safeguards.	AUG 1996	
I.74	52.242-1	Notice of Intent to Disallow Costs.	APR 1984	

I.75 52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts.).
(FEB 1997) -- Alternate I (AUG 1996)

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts with any subcontractor who was not identified prior to award.

I.76	52.242-3	Penalties for Unallowable Costs.	OCT 1995
I.77	52.242-13	Bankruptcy.	JUL 1995
I.78	52.243-2	Changes - Cost-Reimbursement.	AUG 1987
I.79	52.243-2	Changes - Cost-Reimbursement. (AUG 1987) -- Alternate I	APR 1984

I.80 52.244-6 Subcontracts for Commercial Items and Commercial Components. (OCT 1995)
(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.81 52.245-1 Property Records.

APR 1984

I.82 52.245-5 Government Property (Cost-Reimbursement, Time-and- Material, or Labor-Hour Contracts).

JAN 1986

I.83 252.245-7001 Reports of Government Property. (MAY 1994)

(a) The Contractor shall provide an annual report--

(1) For all DoD property for which the Contractor is accountable under the contract;

(2) Prepared in accordance with requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;

(3) In duplicate, to the cognizant Government property administrator

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations

I.84 52.246-25 Limitation of Liability--Services.

FEB 1997

I.85 252.246-7001 Warranty of Data.

DEC 1991

I.86 52.248-1 Value Engineering.

MAR 1989

I.87 52.249-6 Termination (Cost-Reimbursement).

SEP 1996

I.88 52.249-14 Excusable Delays.

APR 1984

I.89 52.251-1 Government Supply Sources (APR 1984)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be Government-furnished property, as distinguished from Government property. The provisions of the clause entitled Government Property, except its paragraphs (a) and (b), shall apply to all property acquired under such authorization.

I.90 252.251-7000 Ordering From Government Supply Sources. (MAY 1995)

(a) When placing orders under Federal Supply Schedules or Personal Property Rehabilitation Price Schedules, the Contractor shall follow the terms of the applicable schedule and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule or Personal Property Rehabilitation Price Schedule contractor).

(2) The following statement:

This order is placed under written authorization from _____ dated _____.

In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract or Personal Property Rehabilitation Price

Schedule contract, the latter will govern.

(3) The completed address(es) to which the Contractors mail, freight, and billing documents are to be directed.

(b) If a Federal Supply Schedule contractor refuses to honor an order placed by a Government contractor under an agency authorization, the Contractor shall report the circumstances to the General Services Administration, FFN, Washington, DC 20406, with a copy to the authorizing office.

(c) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(d) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officers authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Governments invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractors failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractors authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractors failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Governments notice in which to provide additional information as to why the authorization should not be terminated. Such termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractors billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractors Billing Address [include point of contact and telephone number]:

Government Remittance Address [include point of contact and telephone number]:

(End of clause)

I.91 52.252-2 Clauses Incorporated by Reference. (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I.92 52.253-1 Computer Generated Forms. (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT (1)	CONTRACT ADMINISTRATION PLAN	PAGE 60
ATTACHMENT (2)	WAGE DETERMINATION No: 94-2103, Revision No: 14 Date of Last Revision: 07/01/1997	PAGE 63

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

52.204-3 Taxpayer Identification. (JUN 1997)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c)

through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN:[].

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis.☐

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name ☐

TIN ☐

52.204-6 Contractor Identification Number - Data Universal Numbering System (DUNS) Number. (DEC 1996)

(a) "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

252.204-7001 Commercial and Government Entity (CAGE) Code Reporting. (DEC 1991)

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will --

- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
- (2) Complete section A and forward the form to DLSC; and
- (3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

- (i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country. (SEP 1994)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

252.209-7002 Disclosure of ownership or control by a foreign government. (SEP 1994)

(a) "Definitions."

As used in this provision --

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election, appointment, or tenure of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government" --

(i) Means --

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government of the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means --

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) "Prohibited on award."

No contract under a national security program may be awarded to an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) "Disclosure".

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format: Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address
of Offeror

Description of Inter-
est, Ownership

Name and Address
of Entity Con-
trolled by a For-
eign Government.

Percentage, and
Identification of
Foreign Govern-
ment

52.215-4 Type of Business Organization (OCT 1997)

The offeror or respondent, by checking the applicable box, represents that -

(a) It operates as ___ and individual, ___ a partnership, ___ a nonprofit organization, ___ a joint venture, or ___ a corporation incorporated under the laws of the State of _____.

(b) If the offeror or respondent is a foreign entity, it operates as ___ and individual, ___ a partnership, ___ a nonprofit organization, ___ a joint venture, or ___ a corporation, registered for business in _____.

(country)

52.215-6 Place of Performance. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE
(STREET ADDRESS, CITY,
STATE, COUNTY, ZIP CODE

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT
OR FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

**252.219-7000 Small Disadvantaged Business Concern Representation
(DoD Contracts). (JAN 1997)**

(a) Definition. "Small disadvantaged business concern", as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR part 124 describes a small disadvantaged business concern as a small business concern --

(1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or

(2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(3) Whose management and daily business operations are controlled by one or more such individuals.

(b) "Representations." Check the category in which your ownership falls --

___ Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)

___ Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia)

___ Black American (U.S. citizen)

___ Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)

___ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act

___ Other

(c) Complete the following --

(1) The offeror is ___ is not ___ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has _____ has not _____ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was _____ and the offeror --

___ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

___ Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) "Penalties and Remedies." Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall --

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

52.222-21 Certification of Nonsegregated Facilities. (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will -

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

52.222-22 Previous Contracts and Compliance Reports. (APR 1984)

The offeror represents that -

(a) It ___ has, ___ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ___ has, ___ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that -

(a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-1 Clean Air and Water Certification. (APR 1984)

The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract is ___ is not ___ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

52.223-13 Certification of Toxic Chemical Release Reporting. (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

___ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

52.247-7022 Representation of Extent of Transportation by Sea. (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) "Representation." The Offeror represents that it --

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 52.211-14 Notice of Priority Rating for National Defense Use. (SEP 1990)

Any contract awarded as a result of this solicitation will be [] DX rated order; [x] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. (Contracting Officer check appropriate box.)

L.2 52.215-1 Instructions to Offerors - Competitive Acquisition.
OCT 1997

L.3 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a [COST PLUS FIXED FEE INDEFINITE DELIVERY INDEFINITE QUANTITY] contract resulting from this solicitation.

L.4 52.216-28 Multiple Awards for Advisory and Assistance Services.
OCT 1995

L.5 52.222-24 Preaward On-Site Equal Opportunity Compliance Review.
APR 1984

L.6 52.222-46 Evaluation of Compensation for Professional Employees.
FEB 1993

L.7 52.233-2 Service of Protest. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.8 252.237-7019 Identification of Uncompensated Overtime. APR 1992

L.9 5252.237-9402 Resume Requirements (JUN 1994)

The following information must be provided in the cost proposal, by lot or option, for each resume required to be submitted in the technical proposal:

- a. estimated annual salary;
- b. total estimated annual hours; and
- c. total estimated hours to be worked under the contract.

Failure to provide this information may impact the Government's evaluation of Contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

L.10 SELECTED COST DATA FOR INDEFINITE DELIVERY CONTRACTS (FEB 1997) (NSWCIHD)

To assist the Government in determining cost reasonableness/realism for this effort, it is required that you provide enough detailed cost information with your offer to make this determination. In preparing your cost proposal, it is essential that you breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

(a) DIRECT LABOR - Identify the various labor categories intended for use under this contract including the number of labor hours, labor rates, and total cost for each labor category proposed for each year of the contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor. (See subcontracted labor below).

(b) FRINGE BENEFITS - If applicable and in accordance with your normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.

(c) OVERHEAD - Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements for which overhead is being applied.

(d) SUBCONTRACTING LABOR - Identify (if applicable), any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract.

(e) OTHER - (1) Direct Cost - Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal, e.g., royalties, Facilities Capital Cost of Money, special tooling, travel, computer usage, etc. Include the basis for the proposed amount. (2) Indirect cost - Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied.

(f) GENERAL & ADMINISTRATIVE EXPENSE - Identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied.

(g) FEE - Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

Cost information, SHALL APPEAR IN THE COST/PRICE PROPOSAL AND SECTION B OF THE RFP ONLY.

L.11 SECTION L PROPOSAL REQUIREMENTS (APR 1997) (NSWC1HD)

THE OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:

GENERAL: Each offeror must submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offeror the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The government will consider any failure on the part of the offeror to comply with both the letter and the spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the contracting officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

The offer/proposal, capability information, past performance information, and cost/price information shall be submitted in **separate volumes**. The capability/past performance information shall **not** contain any cost/price information. The offeror shall submit the following:

Two (2) completed and signed solicitation pages which shall constitute the offer/proposal (This includes the entire RFP and any Amendments). Contractor shall complete the provided RFP and shall **not** submit re-typed versions of the RFP.

Five (5) copies of the requested capability information

Two (2) copies of the requested past performance information
Two (2) copies of the requested cost/price information

OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS: (Listed in order of importance)

A. OFFER/PROPOSAL

The RFP includes the potential contract consisting of: 1)SF 33 with blocks 12 through 18 completed by the offeror; 2)Section B with CLIN prices or costs and fees inserted by the offeror; 3)Section K completed by the offeror; 4) Consent and agreement to all clauses applicable to each section, the clauses with fill-ins completed by the offeror; and 5)Sections A through M of the uniform contract format and any Amendments.

These items constitute the offeror's assent to the terms of the RFP and the offeror's proposed prices or estimated cost and fee. For a proposal to be "acceptable" it must manifest the offeror's unconditional assent to the terms of the contract in the RFP. **To manifest unconditional assent the entire completed RFP must be returned to the Government.** Reformatted or re-typed versions of the RFP are **not** acceptable.

Note: The Government intends to award without discussions therefore any exception to the terms contained in the contract in the RFP will render that proposal "unacceptable" if such exception(s) would require discussions to render the proposal acceptable.

B. OFFEROR CAPABILITY

Offerors must submit the following information to the government with their offers/proposals. This information will not constitute a part of the RFP but is information to assist in determining an offeror's capability to perform the requirement. It will not become part of any contract resulting from this RFP, unless the government and offeror agree to make it a part of an offer through discussions. This volume shall not exceed twenty (20) pages, single-sided, minimum font = 12 (i.e. Microsoft Word Font 12), contractor format acceptable Pages shall be numbered and any excess pages treated as though not submitted and not evaluated. The Program Manager resume is limited to two (2) pages, excluded from the twenty (20) page limit, and subject to the same single-sided and font restrictions. The resource matrix may, at the offeror's option, be a fold-out. The resource matrix is excluded from the twenty (20) page limit.

Offeror Capability shall be evaluated on the following subfactors. The following subfactors are listed in order of importance unless otherwise noted (**EXPERIENCE SPECIFIC TO NAVSEA PROGRAMS IS PREFERRED**):

B.1. Program Manager Resume and Resource Matrix

i) Offeror shall provide a resume for the proposed program manager which shall include a history of related experience, education and employment that addresses the personnel qualifications listed in the RFP. It is highly desirable that the proposed program manager be currently employed by the offeror and shall be the person that will be assigned to this contract should the offeror receive award. If the resume submitted is for a contingent hire, a letter of intent shall be submitted (with the proposal) and signed by the prospective person.

ii) Offeror shall provide a resource matrix **containing only those proposed personnel currently employed by the offeror, or teamed subcontractors at the time of proposal submission.** It shall indicate the years with the offeror (or subcontractor) as well as indicate their field expertise and total years of experience in this field of expertise, the educational degree and discipline of the degree, if applicable.

The categories of personnel, meeting the qualifications of the RFP, to be addressed in the matrix are:

- *Program Manager(Key)
- *Senior Logistician(Key)
- *Logistician
- Junior Logistician

- *Supply Analyst
- Junior Supply Analyst
- *Senior Logistics Applications Analyst(Key)
- Logistics Applications Analyst
- *Senior Communications Specialist
- *Communications Specialist
- Supply Technician
- Clerk

For the above categories marked with an "*" SPECIFIC EXAMPLES OF CURRENT EXPERIENCE - WITHIN THE PAST THREE YEARS MUST BE PROVIDED.

Note: A letter of intent must be submitted for any Key Personnel not identified on the Resource Matrix.

B.2. Offeror Experience

Demonstrate successful recent (within the last seven (7) years) comprehensive corporate experience in handling comparable complex efforts for NAVSEA inclusive of a narrative describing tasks performed, resources employed, complexity, and, if present management staff were involved or if any operational problems were encountered. The offeror's proposal shall include specific demonstration of experience in the following areas:

i) Fleet Outfitting Program Assistance:

Performing reviews and providing support for Fleet Outfitting and initial support programs including coordination with Logistics Centers.

Providing review, analysis and documentation support to assist in identification of equipment and material requirements for operational ships and ships in construction or maintenance availability (such as **HIVAL, Push/Pull and MII**).

Performing QA on Program Support Data (PSD) and acting in an advisory capacity to HSC Program Offices, accumulating data points, analyzing results and recommending process changes.

ii) Fleet Management Support and Coordination:

Providing management support and coordination in top level planning, design and execution of OPN/SCN/WPN/O&M,N and initial outfitting systems, programs, and procedures to include: program assessments and process improvements, program objectives memorandum expertise, program management system tracking and metrics, and matrix organization contacts, facilitation and coordination in support of developing and maintaining optimal outfitting delivery systems.

Providing general management assistance for daily functions and meetings in support of **OPN/SCN/WPN** outfitting and interim programs such as responses and follow up to audits, Inspector General (IG) inspections reports and data calls.

Performing and providing research, liaison among activities and personnel and development of recommended courses of action and program management/tracking systems for OPN/SCN outfitting and interim programs.

Preparing draft Outfitting and Initial Budgets, to include assistance with implementation of higher echelon guidance

iii) Fleet Supply and Logistics Management Systems:

Conducting studies of automated tools and applications such as **ACTS, BPS, PARTS, ROMIS-MMS, WIMIS, and ICAPS** and providing recommendations for augmenting/enhancing existing applications.

Providing management assistance utilizing the telecommunications tools of **NEWNET** and World Wide Web, along with **LAN/WAN** support.

iv) Fleet Engineering and Logistics Support:

Experience in developing and implementing **ILO** policy and procedures.

Verification of allowance documentation (**APLs/AELs**), and development of Preliminary Allowance Lists (PALs) using **ICAPS** if APLs/AELs are not available.

Requirement for validating information contained on allowance documents and MILSTRIP documents is consistent with supply technical data (such as **MCC, ANC**).

Procedures to validate registration of allowance documentation to applicable hulls, and corrective actions if allowances are not properly registered.

Processing of standard requisitions for both in-service and new construction hulls.

Validation of requisitions to ensure: authorized users; proper requisition quantities, including procedures to resolve quantity discrepancies identified; and determine order of requisition processing.

Processing procedures for the Navy's Material Return Program (MRP) and Residual Material Management Program.

v) Fleet Analytical and Technical Support:

Reviewing Navy and Fleet policy and procedures documentation and developing recommendations for new or revised policy and procedures in the following areas:

Outfitting Programs (such as **PAFOS**)

Systems Documentation (such as **ACTS, ROMIS, PARTS, BPS ICAPS**)

Initial Programs (such as **Push/Pull, MII, ISS, Staging Facilities**)

Total Asset Visibility Programs such as **SOM/GOM/TAV**

Residual Programs (such as **SCRAMP/TARP/TRMS/RMMS/SUBRATS and SUPER**)

B.3. Management Plan

i.) Corporate Structure and Functioning Relationships

Offeror shall address management communication lines; the methods of maintaining close liaison with the Contracting Officer's Representative (COR) and program office; methods of both overall supervision and immediate supervision at the work sites; authority of off-site managers; priority of this requirement within offeror's organization; availability and numbers of clerical/administrative personnel that are part of the offeror's G&A/overhead (not directly chargeable) to support assigned tasks. Offeror describes a start-up plan to be fully operational and responsive to the Navy within 30 days of contract award.

ii.) Subcontractor Management

Offeror shall demonstrate how each subcontractor will be integrated into the overall management approach; method and allocation of subcontractor resources for performing the tasks in the statement of work; and description of previous relationships, if any, between the proposed team.

iii.) Reporting, Quality, and Cost Control

Offeror shall submit details of the reporting system available for monitoring qualitative and quantitative aspects of contract performance including financial monitoring and reporting; presentation of the plan for controlling costs and ensuring quality deliverables.

iv.) Automated Technical Analysis Tools

Brief description of ownership or access to computer software/programs/equipment that will be available for deployment in the performance of tasks under this contract; e.g. MS Office, LOTUS cc:Mail, DBASE, Clipper, Delphia and Oracle

B.4. Past Performance (Past Performance has its own level of importance in the source selection process. See Section M - Evaluation Factors for Award)

i.) The offeror shall describe its past performance on directly related NAVSEA or Navy contracts and subcontracts it has held within the last seven years and all

contracts and subcontracts currently in progress which are of similar scope, magnitude, and complexity to that which is detailed in this RFP. Offerors who describe similar contracts and subcontracts shall provide a detailed explanation demonstrating the similarity of these contracts to the requirements of this RFP. The information shall include a description of the contractor's management of the past contracts which provided for timely response to the customer's needs.

ii.) The offeror shall submit past performance information which supports the past performance descriptions required by the above paragraph. Submission of this past performance information shall be considered the offerors agreement to permit the government's representatives to contract the customers listed and inquire as to the past performance of the offeror.

iii.) The offeror shall provide five (5) reference data sheets containing the following information regarding its past performance and relates to the requirements of this RFP:

- (1) Contract number(s)
- (2) Name of agency/company who contract was with
- (3) Point of contact and telephone number of the Contracting Officer and the Contracting Officer's Representative (ensure current information)
- (4) Dollar value of the contract
- (5) Detailed description of work performed.
- (6) Clear statements describing whether the contract services were completed on time, with a quality product conforming to the contract, without any degradation in performance or customer satisfaction.
- (7) The number, type, and severity of quality, service or cost problems in performing the contract, the corrective action taken, if any, and the effectiveness of the corrective action.

iv.) The offeror must provide the information above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offeror failing to provide the past performance information or to assert that it has no relevant directly rated or similar past performance may be considered ineligible for award.

3. COST/PRICE

The cost/price proposal shall include a complete cost breakdown with all supporting information stating the basis for the amount of each cost element, in accordance with Public Law 87-653. Each offeror shall fully explain the basis for the amount of each cost element and how the amount was developed providing complete justification for use in determining the proposed costs fair and reasonable.

The cost/price proposal shall include information regarding the general financial condition of the offeror and specific plans for financing the proposed contract, including the latest available financial statements. The Government does not intend to provide any financial assistance.

If the offeror is currently being audited or has been audited in the past by the Defense Contract Audit Agency (DCAA), the offeror shall furnish the name and location and point of contact of the assigned DCAA office as part of the cost/price proposal.

L.12 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. (OCT 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall

submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.217-5 Evaluation of Options. JUL 1990

M.2 COST REALISM (JUN 1993) (IHD/NSWC)

Cost realism may be performed as part of the proposal evaluation process. The purpose of this evaluation shall be (1) to verify the offeror's understanding of the requirements; (2) to assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal as well as the risk that the offeror will provide the supplies or services for the offered prices/costs; and (3) assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the technical proposal. Proposed costs may be adjusted for purposes of evaluation, based upon the results of the cost realism evaluation. When cost realism is performed, the resulting realistic cost estimate shall be used in the evaluation of cost.

M.3 SECTION M - EVALUATION FACTORS FOR AWARD

1. GENERAL: The government shall award a contract resulting from this solicitation to the responsible offeror(s) whose offer(s), conforming to the solicitation, represent the best overall value on the basis of an integrated assessment of the evaluation factors for award. Once the government arrives at an expected value for each offeror, the government will make a series of comparisons among only those offerors which submitted acceptable offers/proposals by comparing the expected values to the realized/evaluated price or cost and fee. From these comparisons the government will determine the offeror(s) who offer(s) the best value to the government.

2. RELATIVE IMPORTANCE OF THE EVALUATION FACTORS: Since an offer/proposal must be acceptable for an offeror to be eligible for award and, since the government will evaluate acceptability on a pass or fail basis, acceptability of the offer/proposal is the most important factor. In deciding which of the offerors submitting an acceptable offer/proposal is the best overall value the government will consider an offeror's capability (to include past performance) and the government's level of confidence in that capability to be significantly more important than price.

3. LEVEL OF CONFIDENCE AND EXPECTED VALUE: The government's level of confidence rating (LOCAR) and hence the expected value for each offeror shall be developed on the basis of the offeror's **score for capability subfactors B.1., B.2., and B.3. below**, and the offeror's **past performance rating**. The government's level of confidence is a subjective rating which will reflect the degree to which the government believes that an offeror is likely to keep its promises made in the offer, i.e., the determination of the expected value of the promises made by the offeror.

After the evaluation process, offers shall be compared/ranked against each other, based on the scores achieved, to arrive at a decision as to the offer that represents the Best Value to the Government using the LOCAR (Level of Confidence Assessment Rating) method outlined and exemplified below:

For this example, to achieve the LOCAR, assume the following:

<u>OFFEROR</u>	<u>PAST PERFORMANCE</u>	<u>+</u>	<u>SUBFACTOR B.1, B.2, B.3 SCORE</u>	<u>=</u>	<u>LOCAR</u>
A	Neutral		.9		.8
B	Good		.7		.6
C	Excellent		.8		.95
D	Poor		.5		.3

The government shall consider two ratings (past performance and the subfactor scores) to arrive at its level of confidence for the offeror (the LOCAR) using the following descriptors for the specific range of scores achievable for the LOCAR: (Maximum 1.00)

Most likely to succeed	.95 to 1.00
More likely to succeed	.6 to .94
Fifty/fifty chance of success	.5
More likely to fail	0 to .4

<u>OFFEROR</u>	<u>PROMISED VALUE*</u>	<u>X</u>	<u>LOCAR</u>	<u>=</u>	<u>EXPECTED VALUE</u>	<u>PRICE**</u>
A	100	x	.8	=	80	\$27.5M
B	100	x	.6	=	60	\$26M
C	100	x	.95	=	95	\$28M
D	100	x	.3	=	30	\$26.5M

* Each offeror is assumed to have a promised value of 100

** Evaluated Price

As soon as the expected value of every acceptable offer/proposal has been determined, proposals will be compared making value and price tradeoffs, and award will be made to the offeror(s) whose submission offers the best overall value. If the offeror with the better expected value has the lower price then that offeror is clearly the Best Value. If the offeror with the better expected value has the highest or higher price, then a determination must be made whether the difference in expected value is worth the difference in price. The government reserves the exclusive right to determine which offeror(s) offer the best overall value. In the scenario in the example the government would most likely award to Offeror C as the offeror who, in accordance with FAR 16.504(c)(2)(i)(B), is capable of providing the services required at the level of quality required.

4. EVALUATION FACTORS (In descending order of importance unless noted)

A. OFFER/PROPOSAL (Since this factor has the potential to eliminate an offeror from further competition, it is considered the most important factor)

The government shall evaluate offers/proposals for acceptability on a pass/fail basis. The government shall consider an offer/proposal to be acceptable if, and only if, it manifests the offeror's unconditional assent to the terms and conditions of the entire RFP, which include the statement of work. The submission of these items to the Government will constitute the offeror's promise to comply with the terms and conditions of the entire RFP, which includes the Statement of Work, at the proposed prices/fee.

THE GOVERNMENT WARNS OFFERORS THAT TAKING EXCEPTION TO ANY TERM OR CONDITION OF THE RFP (INCLUDING SUBMITTING ANY ALTERNATE PROPOSAL THAT REQUIRES EXCEPTION/RELAXATION OF A REQUIREMENT) MAY MAKE AN OFFER UNACCEPTABLE, and the offeror ineligible for award, unless the RFP expressly authorizes such an exception with regard to that specific term or condition. The government will consider any exception to any term or condition of the RFP that is not expressly authorized by the RFP to be a deficiency as defined by FAR 15.601.

An offeror may eliminate a deficiency in its offer only through discussions, as defined in FAR 15.601 and prescribed in FAR 15.610. However, the government intends to award a contract without discussions, as authorized by FAR 15.610(a). Therefore, any offeror planning to take exception to a term or condition of the RFP should consult the contracting officer prior to submitting an offer.

Notwithstanding its plan to award without discussions, the government reserves the right to conduct discussions with offerors in a competitive range, if necessary, and to permit such offerors to revise their proposals. The government also reserves the right to change any of the terms and conditions of this RFP by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly as authorized by FAR 15.606.

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offers' specified expiration time, the government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

B) OFFEROR CAPABILITY (Scored on a variable basis with maximum being 100% or 1.00)

The government will evaluate the capability of the offerors which submitted acceptable offers/proposals based on the score achieved for subfactors B.1, B.2, and B.3 below, and the past performance rating, to arrive at a LOCAR for each offeror. The government will evaluate their capability on the basis of the following subfactors:

(Subfactors B.1, B.2, B.3 are in descending order of importance. The submission requirements for subfactors B.1 through B.4 are listed under Section L of the solicitation)

B.1) Program Manager Resume and Resource Matrix

B.2) Offeror Experience

B.3) Management Plan

B.4) Past Performance

Although Past Performance is considered a capability subfactor it is separate and distinct from the other capability subfactors. Past performance is one element which is used in conjunction with the score achieved for B.1, B.2, and B.3, to determine the LOCAR for a particular offeror.

Past performance is a measure of the degree to which an offeror, as an organization, has 1) satisfied its customers; and 2) complied with Federal, State, and local laws and regulations. The government will inquire about 1) the quality and timeliness of the offeror's work; 2) the reasonableness of its prices, costs, and claims; 3) the reasonableness of its business behavior -- its willingness to cooperate and helpfulness in solving problems; 4) its concern for the interest of its customers; and 5) its integrity. In the investigation of past performance the government will contact former customers and government agencies, and other public and private sources of information, as well as, use its own historical data. The government will not attribute to an offeror the individual past performance of the offeror's current or prospective employees.

Past Performance shall be assigned one of the following descriptors:

EXCELLENT - A significant majority of the sources of information are consistently firm in stating that the offeror's performance was superior, and they would unhesitatingly do business with the offeror again. Complaints are negligible or unfounded .

GOOD - Most sources of information state that the offeror's performance was good, deliverables are on time and meet contract requirements and they would be willing to do business with the offeror again. Complaints are few and relatively minor. Performance met expectations. Requests for equitable adjustments and extensions of contract periods

of performance are very infrequent. When a problem arises, the offeror reacts in a prompt, efficient, and effective manner to resolve the problem and minimize any delays.

POOR - A significant majority of sources of information are consistently firm in stating that performance was entirely unsatisfactory and that they would not, under any circumstances, do business with the offeror again. Customer complaints are substantial or numerous and well founded. Offeror has either presented no persuasive evidence of having taken appropriate corrective action that will guard against such conduct in the future or it appears unlikely that the corrective action will be effective. The government and the offeror have expended a significant amount of time, effort, and money in resolving problems. Failure to perform consistently has resulted in terminations and failure to provide customer service.

NEUTRAL - Offeror has asserted that offeror does not possess any relevant directly related or similar past performance. The offeror receives no merit or demerit for this factor. - (Not scored)

C. PRICE OR COST AND FEE EVALUATION

Price analysis, cost analysis, or cost realism analysis will be conducted on the data submitted to arrive at a realistic evaluated cost. This evaluated cost shall be used in the LOCAR rating system to determine the offeror who presents the best overall value to the government.

ATTACHMENT (1)
FOR COST REIMBURSEMENT TERM (LEVEL OF EFFORT)/INDEFINITE
DELIVERY, INDEFINITE QUANTITY CONTRACT

CONTRACT ADMINISTRATION PLAN
CONTRACT NO. N00174-98-D

In order to expedite administration of this contract, the following delineation of duties is provided. The individual/position designated as having responsibility should be contacted for any questions, clarification, or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
 - a. All pre-award information, questions, data, or Freedom of Information inquiries.
 - b. Post award conference
 - c. All post-award changes or interpretations regarding the scope terms, or conditions of the basic contract and/or delivery orders (unless technical clarifications/questions can be resolved by the COR).
 - d. Request, obtain, and evaluate proposals for delivery orders to be issued.
 - e. Negotiate/determine the price/estimated cost of the order is fair and reasonable for the effort proposed (may require COR assistance)
 - f. Issue order and obligate funds
 - g. Authorize overtime (only if provided for in contract)
 - h. Authorize performance to begin (includes emergencies)
 - i. Maintains oversight to assure that funds and contract scope are not exceeded.
 - j. Monitoring the COR
 - k. Meet at least quarterly with COR to review contract performance (joint responsibility of COR). This may be satisfied telephonically, depending on the circumstances.
 - l. Perform all Contracting Officer functions not delegated to CAO.
2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.
3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract/delivery order prior to final payment to the contractor.
4. PAYING OFFICE is responsible for payment of proper invoices after acceptance (constructive or actual) or approved provisional payment.
5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:
 - a. Controlling all government technical interface with the contractor and providing technical advice and clarifications on the statement of work.

- b. Providing copies of all government/contractor technical correspondence to the PCO.
- c. Promptly furnishing the PCO with documentation/comment on any request for change, deviation or waiver (whether generated by the government or the contractor)
- d. Promptly reviewing the COR copy of the contractor's invoice (public voucher). This includes monitoring of the direct cost of labor, material, travel, etc. to assure invoice is consistent with the delivery order and the progress made to date and that the charges appear proper. If the COR disagrees with any of the costs in the invoice, he/she will immediately notify DCAA via letter to DFAS (with a copy to the PCO) so they can include these areas in their final audit.
- e. Monitoring (a) the types of labor categories and number of hours ordered, and (b) that which is actually performed, to assure that neither result in the use of a predominance of the higher cost labor categories, unless actually required. Maintaining a log, by delivery order, of the hours ordered, and the hours performed (received and accepted), the value of the delivery order as issued, and the amount invoiced and approved. (Provide log with annual report).
- f. Quality assurance, inspection and acceptance of services and deliverable data.
- g. In the event of contractor delay, or failure to perform, determine the cause, and make recommendations to the PCO for corrective action.
- h. Meeting at least quarterly with the PCO to review contract performance. This may be satisfied telephonically, depending upon the circumstance.
- i. Statement of Work (SOW) for delivery orders. The SOW for a delivery order should be prepared by Navy personnel other than the COR who is responsible for acceptance of services and certification of invoices. In this instance, the COR is responsible for final review and submission of the SOW and DD 1423; otherwise, the COR is responsible for preparing the SOW.
- j. Preparing INDEPENDENT government estimate prior to submitting RCP to PCO to request delivery order. Assist PCO in negotiations if requested. The estimate must be in detail and must include specific breakdown of hours, travel (with estimates and destinations), material (items and costs), other (as applicable).
- k. Maintaining a COR file of all correspondence with the PCO and contractor and copies of all invoices.

l. Monitoring the level of effort performed to be sure it is consistent with the contract and that overall variation of the level of effort between labor categories is within that allowed by the contract.

m. If the delivery order is incrementally funded, the COR shall provide funding, as necessary, to assure required continuity of services.

n. Complying with SECNAVINST 4200.27A "Proper Use of Contractor Personnel", NAVSEAINST 4200.19 "Service Contract Restriction and Safeguards", NAVSEAINST 4200.17B and SECNAVINST 4205.5 "Contracting Officer's Technical Representative" and the Contracting Officer's COR Appointment Letter.

o. Submission of written report on contractor performance within 60 days of contract completion, but not less often than annually. The report should address all aspects of contractor performance including cost performance including cost effectiveness, quality and timeliness of contractor performance (and shall include delivery order log).

p. Anticipating and submitting requests for follow-on contract requirements in sufficient time to allow for award prior to the expiration of this contract.

NAMES/ADDRESSES/CODES/TELEPHONE NUMBER OF COGNIZANT INDIVIDUAL/OFFICE

COR	<u>JANET MARSH</u>	<u>ND02A</u>	<u>(301)743-6142</u>
	Name	Code	Telephone

PCO	<u>DAVID E. HALL</u>		
	Code <u>1142</u>	Telephone <u>(301)743-6556</u>	

DCAA (refer to the invoice clause of the contract, Section G)

PAYING OFFICE (refer to page one of contract document)

CAO (refer to page one of contract document)

ATTACHMENT (2)

WAGE DETERMINATION NO: REV 94-2103(14) AREA: DC,DISTRICT-WIDE

*****FOR USE BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL*****

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No.:94-2103 William W. Gross

Division of | Revision No.: 14
Director | Wage Determinations | Date of Last Revision: 07/01/1997

State(s): Dist. of Col., Maryland, Virginia

Area: MARYLAND COUNTIES OF CALVERT, CHARLES, FREDERICK, MONTGOMERY,
PRINCE GEORGE'S, ST MARY'S.
VIRGINIA COUNTIES OF ALEXANDRIA, ARLINGTON, FAIRFAX, FALLS CHURCH,
FAUQUIER, KING GEORGE, LOUDOUN, PRINCE WILLIAM, STAFFORD.

** Fringe Benefits Required For All Occupations Included In
This Wage Determination Follow The Occupational Listing **

OCCUPATION CODE AND TITLE	MINIMUM HOURLY WAGE
ADMINISTRATIVE SUPPORT AND CLERICAL:	
01011 Accounting Clerk I	\$ 8.79
01012 Accounting Clerk II	\$ 10.28
01013 Accounting Clerk III	\$ 12.15
01014 Accounting Clerk IV	\$ 14.16
01030 Court Reporter	\$ 13.22
01050 Dispatcher, Motor Vehicle	\$ 13.85
01060 Document Preparation Clerk	\$ 10.25
01070 Messenger (Courier)	\$ 9.67
01090 Duplicating Machine Operator	\$ 10.25
01110 Film/Tape Librarian	\$ 12.88
01115 General Clerk I	\$ 7.82
01116 General Clerk II	\$ 9.17
01117 General Clerk III	\$ 10.25
01118 General Clerk IV	\$ 14.31
01120 Housing Referral Assistant	\$ 14.82
01131 Key Entry Operator I	\$ 10.05
01132 Key Entry Operator II	\$ 11.23
01191 Order Clerk I	\$ 11.26
01192 Order Clerk II	\$ 12.44
01261 Personnel Assistant (Employment) I	\$ 10.33
01262 Personnel Assistant (Employment) II	\$ 11.28
01263 Personnel Assistant (Employment) III	\$ 13.00
01264 Personnel Assistant (Employment) IV	\$ 15.50
01270 Production Control Clerk	\$ 14.82
01290 Rental Clerk	\$ 12.08
01300 Scheduler, Maintenance	\$ 12.08
01311 Secretary I	\$ 12.08
01312 Secretary II	\$ 13.22
01313 Secretary III	\$ 14.82
01314 Secretary IV	\$ 16.86
01315 Secretary V	\$ 18.96
01320 Service Order Dispatcher	\$ 12.08

01341 Stenographer I	\$ 13.26
01342 Stenographer II	\$ 14.87
01400 Supply Technician	\$ 16.86
01420 Survey Worker(Interviewer)	\$ 13.22
01460 Switchboard Operator- Receptionist	\$ 10.28
01510 Test Examiner	\$ 13.22
01520 Test Proctor	\$ 13.22
01531 Travel Clerk I	\$ 7.98
01532 Travel Clerk II	\$ 8.60
01533 Travel Clerk III	\$ 9.26
01611 Word Processor I	\$ 10.48
01612 Word Processor II	\$ 12.05
01613 Word Processor III	\$ 14.95
AUTOMATIC DATA PROCESSING:	
03010 Computer Data Librarian	\$ 9.97
03041 Computer Operator I	\$ 10.23
03042 Computer Operator II	\$ 12.06
03043 Computer Operator III	\$ 14.62
03044 Computer Operator IV	\$ 16.53
03045 Computer Operator V	\$ 17.79
03071 Computer Programmer I 1/	\$ 14.46
03072 Computer Programmer II 1/	\$ 16.97
03073 Computer Programmer III 1/	\$ 19.87
03074 Computer Programmer IV 1/	\$ 23.04
03101 Computer Systems Analyst I 1/	\$ 17.93
03102 Computer Systems Analyst II 1/	\$ 23.32
03103 Computer Systems Analyst III 1/	\$ 27.12
03160 Peripheral Equipment Operator	\$ 9.97
AUTOMOTIVE SERVICE:	
05005 Automobile Body Repairer, Fiberglass	\$ 18.39
05010 Automotive Glass Installer	\$ 16.45
05040 Automotive Worker	\$ 16.45
05070 Electrician, Automotive	\$ 17.44
05100 Mobile Equipment Servicer	\$ 14.43
05130 Motor Equipment Metal Mechanic	\$ 18.39
05160 Motor Equipment Metal Worker	\$ 16.45
05190 Motor Vehicle Mechanic	\$ 18.46
05220 Motor Vehicle Mechanic Helper	\$ 13.38
05250 Motor Vehicle Upholstery Worker	\$ 15.47
05280 Motor Vehicle Wrecker	\$ 16.45
05310 Painter, Automotive	\$ 17.44
05340 Radiator Repair Specialist	\$ 16.45
05370 Tire Repairer	\$ 14.43
05400 Transmission Repair Specialist	\$ 18.39
FOOD PREPARATION AND SERVICE:	
07010 Baker	\$ 11.47
07041 Cook I	\$ 10.06
07042 Cook II	\$ 11.47
07070 Dishwasher	\$ 7.23
07100 Food Service Worker (Cafeteria Worker)	\$ 7.23
07130 Meat Cutter	\$ 11.47
07250 Waiter/Waitress	\$ 7.89
FURNITURE MAINTENANCE AND REPAIR:	
09010 Electrostatic Spray Painter	\$ 17.44
09040 Furniture Handler	\$ 12.13
09070 Furniture Refinisher	\$ 17.44

09100 Furniture Refinisher Helper	\$ 13.38
09110 Furniture Repairer, Minor	\$ 15.47
09130 Upholsterer	\$ 17.44
GENERAL SERVICES AND SUPPORT:	
11030 Cleaner, Vehicles	\$ 7.23
11060 Elevator Operator	\$ 7.23
11090 Gardener	\$ 10.06
11121 Housekeeping Aide I	\$ 6.44
11122 Housekeeping Aide II	\$ 7.26
11150 Janitor	\$ 7.23
11210 Laborer, Grounds Maintenance	\$ 7.89
11240 Maid or Houseman	\$ 6.39
11270 Pest Controller	\$ 10.79
11300 Refuse Collector	\$ 7.23
11330 Tractor Operator	\$ 9.33
11360 Window Cleaner	\$ 7.89
HEALTH:	
12020 Dental Assistant	\$ 9.73
12040 Emergency Medical Technician/ Paramedic Ambulance Driver	\$ 10.42
12071 Licensed Practical Nurse I	\$ 12.69
12072 Licensed Practical Nurse II	\$ 14.25
12073 Licensed Practical Nurse III	\$ 15.95
12100 Medical Assistant	\$ 8.69
12130 Medical Laboratory Technician	\$ 8.69
12160 Medical Record Clerk	\$ 8.69
12190 Medical Record Technician	\$ 12.05
12221 Nursing Assistant I	\$ 7.28
12222 Nursing Assistant II	\$ 8.18
12223 Nursing Assistant III	\$ 10.48
12224 Nursing Assistant IV	\$ 11.77
12250 Pharmacy Technician	\$ 10.84
12280 Phlebotomist	\$ 8.69
12311 Registered Nurse I	\$ 15.88
12312 Registered Nurse II	\$ 17.80
12313 Registered Nurse II, Specialist	\$ 19.65
12314 Registered Nurse III	\$ 21.55
12315 Registered Nurse III, Anesthetist	\$ 21.55
12316 Registered Nurse IV	\$ 25.83
INFORMATION AND ARTS:	
13002 Audiovisual Librarian	\$ 16.86
13011 Exhibits Specialist I	\$ 15.11
13012 Exhibits Specialist II	\$ 18.90
13013 Exhibits Specialist III	\$ 23.27
13041 Illustrator I	\$ 15.11
13042 Illustrator II	\$ 18.90
13043 Illustrator III	\$ 23.27
13047 Librarian	\$ 18.96
13050 Library Technician	\$ 13.22
13071 Photographer I	\$ 13.46
13072 Photographer II	\$ 15.11
13073 Photographer III	\$ 18.90
13074 Photographer IV	\$ 23.27
13075 Photographer V	\$ 25.60
LAUNDRY, DRY CLEANING, PRESSING:	
15010 Assembler	\$ 6.01
15030 Counter Attendant	\$ 6.01
15040 Dry Cleaner	\$ 7.77

15070 Finisher, Flatwork, Machine	\$ 6.01
15090 Presser, Hand	\$ 6.01
15100 Presser, Machine, Dry Cleaning	\$ 6.01
15130 Presser, Machine, Shirts	\$ 6.01
15160 Presser, Machine, Wearing Apparel, Laundry	\$ 6.01
15190 Sewing Machine Operator	\$ 8.39
15220 Tailor	\$ 8.99
15250 Washer, Machine	\$ 6.60
MACHINE TOOL OPERATION AND REPAIR:	
19010 Machine-tool Operator (Toolroom)	\$ 17.44
19040 Tool and Die Maker	\$ 21.24
MATERIALS HANDLING AND PACKING:	
21010 Fuel Distribution System Operator	\$ 14.80
21020 Material Coordinator	\$ 14.64
21030 Material Expediter	\$ 14.64
21040 Material Handling Laborer	\$ 10.01
21050 Order Filler	\$ 12.76
21071 Forklift Operator	\$ 10.93
21080 Production Line Worker (Food Processing)	\$ 11.25
21100 Shipping/Receiving Clerk	\$ 11.78
21130 Shipping Packer	\$ 10.99
21140 Store Worker I	\$ 8.61
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 10.50
21210 Tools and Parts Attendant	\$ 12.73
21400 Warehouse Specialist	\$ 11.25
MECHANICS AND MAINTENANCE AND REPAIR:	
23010 Aircraft Mechanic	\$ 18.39
23040 Aircraft Mechanic Helper	\$ 13.38
23050 Aircraft Quality Control Inspector	\$ 19.37
23060 Aircraft Servicer	\$ 15.47
23070 Aircraft Worker	\$ 16.45
23100 Appliance Mechanic	\$ 17.44
23120 Bicycle Repairer	\$ 14.43
23125 Cable Splicer	\$ 18.39
23130 Carpenter, Maintenance	\$ 17.44
23140 Carpet Layer	\$ 16.85
23160 Electrician, Maintenance	\$ 17.93
23181 Electronics Technician, Maintenance I	\$ 15.51
23182 Electronics Technician, Maintenance II	\$ 19.80
23183 Electronics Technician, Maintenance III	\$ 21.56
23260 Fabric Worker	\$ 15.23
23290 Fire Alarm System Mechanic	\$ 18.39
23310 Fire Extinguisher Repairer	\$ 14.43
23340 Fuel Distribution System Mechanic	\$ 18.39
23370 General Maintenance Worker	\$ 15.90
23400 Heating, Refrigeration and Air Conditioning Mechanic	\$ 18.39
23430 Heavy Equipment Mechanic	\$ 18.39
23440 Heavy Equipment Operator	\$ 18.66
23460 Instrument Mechanic	\$ 18.39

23470 Laborer	\$ 9.71
23500 Locksmith	\$ 17.44
23530 Machinery Maintenance Mechanic	\$ 19.82
23550 Machinist, Maintenance	\$ 20.79
23580 Maintenance Trades Helper	\$ 13.38
23640 Millwright	\$ 18.39
23700 Office Appliance Repairer	\$ 17.44
23740 Painter, Aircraft	\$ 17.44
23760 Painter, Maintenance	\$ 17.44
23790 Pipefitter, Maintenance	\$ 17.77
23800 Plumber, Maintenance	\$ 17.44
23820 Pneudraulic Systems Mechanic	\$ 18.39
23850 Rigger	\$ 18.39
23870 Scale Mechanic	\$ 16.45
23890 Sheet-metal Worker, Maintenance	\$ 18.39
23910 Small Engine Mechanic	\$ 19.37
23930 Telecommunications Mechanic I	\$ 18.39
23931 Telecommunications Mechanic II	\$ 19.37
23950 Telephone Lineman	\$ 18.39
23960 Welder, Combination, Maintenance	\$ 18.39
23965 Well Driller	\$ 18.39
23970 Woodcraft Worker	\$ 18.39
23980 Woodworker	\$ 14.80
PERSONAL NEEDS:	
24570 Child Care Attendant	\$ 8.69
24580 Child Care Center Clerk	\$ 10.54
24600 Chore Aide	\$ 6.39
24630 Homemaker	\$ 12.05
PLANT AND SYSTEM OPERATION:	
25010 Boiler Tender	\$ 18.39
25040 Sewage Plant Operator	\$ 17.44
25070 Stationary Engineer	\$ 18.39
25190 Ventilation Equipment Tender	\$ 13.38
25210 Water Treatment Plant Operator	\$ 17.44
PROTECTIVE SERVICE:	
27004 Alarm Monitor	\$ 11.20
27006 Corrections Officer	\$ 14.90
27010 Court Security Officer	\$ 15.76
27040 Detention Officer	\$ 15.76
27070 Firefighter	\$ 14.65
27101 Guard I	\$ 8.50
27102 Guard II	\$ 11.20
27130 Police Officer	\$ 17.54
STEVEDORING/LONGSHOREMEN SERVICE OCCUPATIONS:	
28010 Blocker and Bracer	\$ 13.83
28020 Hatch Tender	\$ 13.83
28030 Line Handler	\$ 13.83
28040 Stevedore I	\$ 13.00
28050 Stevedore II	\$ 14.66
TECHNICAL:	
29023 Archeological Technician I	\$ 13.63
29024 Archeological Technician II	\$ 15.25
29025 Archeological Technician III	\$ 18.90
29030 Cartographic Technician	\$ 18.90
29035 Computer Based Training Specialist/Instructor	\$ 17.93
29040 Civil Engineering Technician	\$ 18.90
29061 Drafter I	\$ 10.75

29062 Drafter II	\$ 13.46
29063 Drafter III	\$ 15.11
29064 Drafter IV	\$ 18.90
29081 Engineering Technician I	\$ 11.55
29082 Engineering Technician II	\$ 13.40
29083 Engineering Technician III	\$ 16.10
29084 Engineering Technician IV	\$ 18.48
29085 Engineering Technician V	\$ 22.60
29086 Engineering Technician VI	\$ 27.35
29090 Environmental Technician	\$ 18.27
29100 Flight Simulator/Instructor (Pilot)	\$ 23.32
29150 Graphic Artist	\$ 17.93
29160 Instructor	\$ 18.40
29210 Laboratory Technician	\$ 14.62
29240 Mathematical Technician	\$ 18.48
29361 Paralegal/Legal Assistant I	\$ 13.22
29362 Paralegal/Legal Assistant II	\$ 16.86
29363 Paralegal/Legal Assistant III	\$ 20.62
29364 Paralegal/Legal Assistant IV	\$ 24.95
29390 Photooptics Technician	\$ 18.48
29480 Technical Writer	\$ 16.72
29491 Unexploded Ordnance Technician I	\$ 14.74
29492 Unexploded Ordnance Technician II	\$ 17.83
29493 Unexploded Ordnance Technician III	\$ 21.37
29494 Unexploded Safety Escort	\$ 14.74
29495 Unexploded Sweep Personnel	\$ 14.74
29620 Weather Observer, Senior 2/	\$ 17.02
29621 Weather Observer, Combined 2/ Upper Air and Surface Programs	\$ 14.62
29622 Weather Observer, Upper Air 2/	\$ 14.62
TRANSPORTATION/MOBILE EQUIPMENT OPERATION:	
31030 Bus Driver	\$ 13.24
31260 Parking and Lot Attendant	\$ 7.50
31290 Shuttle Bus Driver	\$ 10.42
31300 Taxi Driver	\$ 9.67
31361 Truckdriver, Light Truck	\$ 10.42
31362 Truckdriver, Medium Truck	\$ 13.24
31363 Truckdriver, Heavy Truck	\$ 15.54
36364 Truckdriver, Tractor-Trailer	\$ 16.93
MISCELLANEOUS:	
99020 Animal Caretaker	\$ 8.61
99030 Cashier	\$ 6.51
99041 Carnival Equipment Operator	\$ 9.33
99042 Carnival Equipment Repairer	\$ 10.06
99043 Carnival Worker	\$ 7.23
99050 Desk Clerk	\$ 9.45
99095 Embalmer	\$ 18.40
99300 Lifeguard	\$ 6.89
99310 Mortician	\$ 18.40
99350 Park Attendant (Aide)	\$ 8.48
99400 Photofinishing Worker (Photo Lab / Dark Room Technician)	\$ 7.58
99500 Recreation Specialist	\$ 15.40
99510 Recycling Worker	\$ 9.33
99610 Sales Clerk	\$ 6.75

99620 School Crossing Guard (Cross-walk Attendant)	\$ 7.23
99630 Sports Official	\$ 6.75
99658 Survey Party Chief	\$ 10.93
99659 Surveying Technician	\$ 9.42
99660 Surveying Aide	\$ 6.16
99690 Swimming Pool Operator	\$ 11.47
99720 Vending Machine Attendant	\$ 9.33
99730 Vending Machine Repairer	\$ 11.47
99740 Vending Machine Repairer Helper	\$ 9.33

** Fringe Benefits Required For All Occupations Included In
This Wage Determination **

HEALTH & WELFARE: \$1.16 per hour or \$46.40 per week or \$201.07 per month.

VACATION: Two weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractor in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

APPLICABLE TO WEATHER OBSERVERS ONLY - NIGHT PAY & SUNDAY PAY: If you work at night as a part of a regular tour of duty, you will earn a NIGHT DIFFERENTIAL and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the

actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Source of Occupational Titles and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE

{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination.

Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.